

1991-CCCC

ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of June 14, 1996, between ACF INDUSTRIES, INCORPORATED, a New Jersey corporation (the "Transferor"), and AKF CORP., a Delaware corporation (the "Transferee"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Asset Transfer Agreement (as defined below).

WHEREAS: the Transferee and the Transferor have entered into an Asset Transfer Agreement dated as of the date hereof (the "Asset Transfer Agreement"), in connection with the sale of, among other things, the special purpose covered hopper and tank railcars described on Schedule 1 (the "Equipment"), subject to the Leases (as defined below), from the Transferor to the Transferee for consideration in the amount and on the terms and conditions provided in the Asset Transfer Agreement; and

WHEREAS: the parties now desire to carry out the intent and purpose of the Asset Transfer Agreement by, among other things, the parties' execution and delivery of this instrument evidencing the assignment by the Transferor of all of its rights, title and interest in and to the Leases (as defined below) to the extent they relate to the Equipment to the Transferee and the assumption by the Transferee of all of the Transferor's obligations under the Leases to the same extent.

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. For purposes of this Agreement, "Leases" means all current leases of any one or more railcars included in the Equipment and all other contracts for use of any one or more railcars included in the Equipment more specifically described on Schedule 1, including, without limitation, all extensions, renewals, supplements and modifications of any of the foregoing. If any of the Leases (including, without limitation, any master lease) shall include both Equipment and railcars not part of the Equipment, then such Leases shall be subject to this Agreement only to the extent they cover Equipment; and for purposes of this Agreement, the term Lease shall mean a lease (including without limitation, the provisions of any master lease) only insofar as such lease applies to Equipment subject to this Agreement.

2. Effective as of the date hereof, the Transferor hereby sells, transfers, assigns, conveys, grants and sets over to the Transferee, its successors and assigns forever, all of the Transferor's rights, title and interest as of such date in and to the Leases, as fully and entirely as the same would have been held and enjoyed by the Transferor as if this assignment had not been made.

3. Effective as of the date hereof, the Transferee accepts, assumes, takes over and succeeds to all of the Transferor's rights, title and interest as of such date in and to the Leases, and the

Transferee hereby covenants and agrees to discharge, perform and comply with, and to be bound by, all the terms, conditions, provisions, obligations, covenants and duties of the Transferor under the Leases (but only to the extent it relates to the period from and after the date hereof), as if the Transferee were an original party thereto.

4. The Transferor hereby covenants and agrees that, at any time and from time to time after the date hereof, at the request and expense of the Transferee, the Transferor will promptly and duly execute and deliver, or cause to be executed and delivered, to the Transferee all such further instruments and take all such further action as may be reasonably requested by the Transferee to more effectively sell, transfer, assign, convey, grant and set over the Leases to the Transferee.

5. The Transferee hereby covenants and agrees that, at the request and expense of the Transferor, it will hereafter execute any further assumptions or instruments of transfer or conveyance as may be reasonably requested by the Transferor to assume the Leases or to release the Transferor and its affiliates from their obligations under or on account of the Leases so long as such release will not prejudice the Transferee's rights, title and interest in and to the Leases.

6. This instrument shall be binding upon the Transferee and the Transferor, their respective successors and assigns, for the use and purposes set forth and referred to herein, effective as of the date hereof.

7. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed in one or more counterparts by their duly authorized officers as of the first date written above.

AKF CORP.

By: 

Name: Monte L. Miller

Title: Vice President

ACF INDUSTRIES, INCORPORATED

By: _____

Name: Umesh Choksi

Title: Treasurer

[Signature Page to Assignment and Assumption Agreement]

Transferee hereby covenants and agrees to discharge, perform and comply with, and to be bound by, all the terms, conditions, provisions, obligations, covenants and duties of the Transferor under the Leases (but only to the extent it relates to the period from and after the date hereof), as if the Transferee were an original party thereto.

4. The Transferor hereby covenants and agrees that, at any time and from time to time after the date hereof, at the request and expense of the Transferee, the Transferor will promptly and duly execute and deliver, or cause to be executed and delivered, to the Transferee all such further instruments and take all such further action as may be reasonably requested by the Transferee to more effectively sell, transfer, assign, convey, grant and set over the Leases to the Transferee.

5. The Transferee hereby covenants and agrees that, at the request and expense of the Transferor, it will hereafter execute any further assumptions or instruments of transfer or conveyance as may be reasonably requested by the Transferor to assume the Leases or to release the Transferor and its affiliates from their obligations under or on account of the Leases so long as such release will not prejudice the Transferee's rights, title and interest in and to the Leases.

6. This instrument shall be binding upon the Transferee and the Transferor, their respective successors and assigns, for the use and purposes set forth and referred to herein, effective as of the date hereof.

7. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

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AKF CORP.

By: _____

Name: Monte L. Miller
Title: Vice President

ACF INDUSTRIES, INCORPORATED

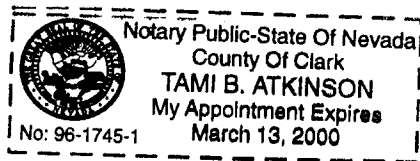
By: _____

Name: Umesh Choksi
Title: Treasurer

[Signature Page to Assignment and Assumption Agreement]

STATE OF NEVADA)
) SS.:
COUNTY OF CLARK)

On this *10th* day of June, 1996, before me, personally appeared Monte L. Miller to me personally known, who being by me duly sworn, says that he resides at Henderson, Nevada and is Vice President of AKF Corp., that said instrument was signed on the date hereof on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Tami B. Atkinson
Notary Public

STATE OF MISSOURI)
) SS.:
COUNTY OF ST. CHARLES)

On this day of June, 1996, before me, personally appeared Umesh Choksi to me personally known, who being by me duly sworn, says that he resides at St. Louis, Missouri and is Treasurer of ACF Industries, Incorporated, that said instrument was signed on the date hereof on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

STATE OF NEVADA)
) ss.:
COUNTY OF CLARK)

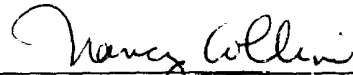
On this day of June, 1996, before me, personally appeared Monte L. Miller to me personally known, who being by me duly sworn, says that he resides at Henderson, Nevada and is Vice President of AKF Corp., that said instrument was signed on the date hereof on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

STATE OF MISSOURI)
) ss.:
COUNTY OF ST. CHARLES)

On this 10th day of June, 1996, before me, personally appeared Umesh Choksi to me personally known, who being by me duly sworn, says that he resides at St. Louis, Missouri and is Treasurer of ACF Industries, Incorporated, that said instrument was signed on the date hereof on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

NANCY COLLINS
NOTARY PUBLIC - STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXPIRES AUG. 2, 1996



Notary Public

SCHEDULE 1

DESCRIPTION OF EQUIPMENT

Each of the special purpose covered hopper and tank railcars with the reporting marks and road numbers and Association of American Railroads designation numbers set forth on Annex A hereto.

DESCRIPTION OF LEASES

Each of the user leases or lease schedules or riders with the contract rider number and the named lessee set forth in Annex B hereto insofar as it relates to the covered hopper and tank railcars with the car numbers set forth on Annex B hereto.

Rptg Mark	Car Number	Rptg Mark	Car Number	Rptg Mark	Car Number
ACFX	200327	ACFX	200379	ACFX	220231
ACFX	200328	ACFX	200380	ACFX	220232
ACFX	200329	ACFX	200381	ACFX	220233
ACFX	200330	ACFX	200382	ACFX	220234
ACFX	200331	ACFX	200383	ACFX	220235
ACFX	200332	ACFX	200384	ACFX	220236
ACFX	200333	ACFX	200385	ACFX	220237
ACFX	200334	ACFX	200386	ACFX	220238
ACFX	200335	ACFX	200387	ACFX	220239
ACFX	200336	ACFX	200388	ACFX	220240
ACFX	200337	ACFX	200389	ACFX	220241
ACFX	200338	ACFX	200391	ACFX	220242
ACFX	200339	ACFX	220104	ACFX	220243
ACFX	200340	ACFX	220105	ACFX	220244
ACFX	200341	ACFX	220107	ACFX	220245
ACFX	200342	ACFX	220108	ACFX	220246
ACFX	200343	ACFX	220109	ACFX	220247
ACFX	200344	ACFX	220110	ACFX	220248
ACFX	200345	ACFX	220112	ACFX	220249
ACFX	200346	ACFX	220113	ACFX	220250
ACFX	200347	ACFX	220114	ACFX	220251
ACFX	200348	ACFX	220115	ACFX	220252
ACFX	200349	ACFX	220116	ACFX	220253
ACFX	200350	ACFX	220117	ACFX	458001
ACFX	200351	ACFX	220118	ACFX	458002
ACFX	200352	ACFX	220119	ACFX	458003
ACFX	200353	ACFX	220120	ACFX	458004
ACFX	200354	ACFX	220121	ACFX	458005
ACFX	200355	ACFX	220122	ACFX	458006
ACFX	200356	ACFX	220124	ACFX	458007
ACFX	200357	ACFX	220126	ACFX	458008
ACFX	200358	ACFX	220127	ACFX	458009
ACFX	200359	ACFX	220130	ACFX	458010
ACFX	200360	ACFX	220131	ACFX	458011
ACFX	200361	ACFX	220133	ACFX	458012
ACFX	200362	ACFX	220134	ACFX	458013
ACFX	200363	ACFX	220136	ACFX	458014
ACFX	200364	ACFX	220137	ACFX	458015
ACFX	200365	ACFX	220138	ACFX	458016
ACFX	200366	ACFX	220139	ACFX	458017
ACFX	200367	ACFX	220140	ACFX	458018
ACFX	200368	ACFX	220141	ACFX	458020
ACFX	200369	ACFX	220143	ACFX	458021
ACFX	200372	ACFX	220144	ACFX	458022
ACFX	200373	ACFX	220151	ACFX	458024
ACFX	200374	ACFX	220155	ACFX	458026
ACFX	200375	ACFX	220156	ACFX	458027
ACFX	200376	ACFX	220157	ACFX	458028
ACFX	200377	ACFX	220229	ACFX	458029
ACFX	200378	ACFX	220230	ACFX	458030

Rptg Mark	Car Number	Rptg Mark	Car Number	Rptg Mark	Car Number
ACFX	458031				
ACFX	458032				
ACFX	458039				
ACFX	458040				
ACFX	458041				
ACFX	458042				
ACFX	458043				
ACFX	458044				
ACFX	458045				
ACFX	458046				
ACFX	458047				
ACFX	458048				
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ACFX	458069				
ACFX	458070				
ACFX	458071				
ACFX	458073				
ACFX	458074				
ACFX	458075				
ACFX	458077				
ACFX	458078				
ACFX	458079				
ACFX	458081				
ACFX	458082				
ACFX	458085				
ACFX	458086				
ACFX	458087				
ACFX	458088				
ACFX	458089				
ACFX	458091				
ACFX	458093				

198 Cars

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ANNEX B

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LESSEE CODE	LESSEE	CONTRACT/ RIDER	RPTG MARK	CAR NUMBER	TYPE	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458001	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458002	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458003	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458004	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458005	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458006	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458007	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458008	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458009	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458010	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458011	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458012	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458013	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458014	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458015	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458016	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458017	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458018	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458020	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458021	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458022	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458024	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458026	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458027	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458028	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458029	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458030	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458031	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458032	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458039	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458040	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458041	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458042	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458043	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458044	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458045	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458046	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458047	H	1996	00/00/00	00/00/00

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ANNEX B

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LESSEE CODE	LESSEE	CONTRACT/ RIDER	RPTG MARK	CAR NUMBER	TYPE	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458048	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458049	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458050	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458051	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458052	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458053	H	1996	00/00/00	00/00/00
16	FINA OIL AND CHEMICAL CO	58570038	ACFX	458054	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458055	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458056	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458057	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458058	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458061	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458062	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458063	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458064	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458065	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458066	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458067	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458068	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458069	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458070	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458071	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458073	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458074	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458075	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458077	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458078	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458079	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458081	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458082	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458085	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458086	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458087	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458088	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458089	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458091	H	1996	00/00/00	00/00/00
18	FINA OIL AND CHEMICAL CO	58570038	ACFX	458093	H	1996	00/00/00	00/00/00

18 Count

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LESSEE CODE	LESSEE	CONTRACT/ RIDER	RPTG MARK	CAR NUMBER	TYPE	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE
538	METHANEX CORPORATION	6616	ACFX	200342	T	1996	00/00/00	00/00/00
538	METHANEX CORPORATION	6616	ACFX	200343	T	1996	00/00/00	00/00/00
538	METHANEX CORPORATION	6616	ACFX	200344	T	1996	00/00/00	00/00/00
538	METHANEX CORPORATION	6616	ACFX	200345	T	1996	00/00/00	00/00/00
538	METHANEX CORPORATION	6616	ACFX	200346	T	1996	00/00/00	00/00/00
538	METHANEX CORPORATION	6616	ACFX	200347	T	1996	00/00/00	00/00/00
538	METHANEX CORPORATION	6616	ACFX	200348	T	1996	00/00/00	00/00/00
538	METHANEX CORPORATION	6616	ACFX	200349	T	1996	00/00/00	00/00/00
538	METHANEX CORPORATION	6616	ACFX	200350	T	1996	00/00/00	00/00/00
538	METHANEX CORPORATION	6616	ACFX	200351	T	1996	00/00/00	00/00/00
538	METHANEX CORPORATION	6616	ACFX	200352	T	1996	00/00/00	00/00/00
538	METHANEX CORPORATION	6616	ACFX	200353	T	1996	00/00/00	00/00/00
538	METHANEX CORPORATION	6616	ACFX	200354	T	1996	00/00/00	00/00/00
538	METHANEX CORPORATION	6616	ACFX	200355	T	1996	00/00/00	00/00/00
538	METHANEX CORPORATION	6616	ACFX	200356	T	1996	00/00/00	00/00/00
538	METHANEX CORPORATION	6616	ACFX	200357	T	1996	00/00/00	00/00/00
538	METHANEX CORPORATION	6616	ACFX	200358	T	1996	00/00/00	00/00/00
538	METHANEX CORPORATION	6616	ACFX	200359	T	1996	00/00/00	00/00/00
538	METHANEX CORPORATION	6616	ACFX	200360	T	1996	00/00/00	00/00/00
538	METHANEX CORPORATION	6616	ACFX	200361	T	1996	00/00/00	00/00/00
538	METHANEX CORPORATION	6616	ACFX	200362	T	1996	00/00/00	00/00/00
538	METHANEX CORPORATION	6616	ACFX	200363	T	1996	00/00/00	00/00/00
538	METHANEX CORPORATION	6616	ACFX	200364	T	1996	00/00/00	00/00/00
538	METHANEX CORPORATION	6616	ACFX	200365	T	1996	00/00/00	00/00/00
538	METHANEX CORPORATION	6616	ACFX	200366	T	1996	00/00/00	00/00/00
538	METHANEX CORPORATION	6616	ACFX	200367	T	1996	00/00/00	00/00/00
538	METHANEX CORPORATION	6616	ACFX	200368	T	1996	00/00/00	00/00/00
538	METHANEX CORPORATION	6616	ACFX	200369	T	1996	00/00/00	00/00/00
538	METHANEX CORPORATION	6616	ACFX	200372	T	1996	00/00/00	00/00/00
538	METHANEX CORPORATION	6616	ACFX	200373	T	1996	00/00/00	00/00/00
538	METHANEX CORPORATION	6616	ACFX	200374	T	1996	00/00/00	00/00/00
538	METHANEX CORPORATION	6616	ACFX	200375	T	1996	00/00/00	00/00/00
538	METHANEX CORPORATION	6616	ACFX	200376	T	1996	00/00/00	00/00/00
538	METHANEX CORPORATION	6616	ACFX	200377	T	1996	00/00/00	00/00/00
538	METHANEX CORPORATION	6616	ACFX	200378	T	1996	00/00/00	00/00/00
538	METHANEX CORPORATION	6616	ACFX	200379	T	1996	00/00/00	00/00/00
538	METHANEX CORPORATION	6616	ACFX	200380	T	1996	00/00/00	00/00/00
538	METHANEX CORPORATION	6616	ACFX	200381	T	1996	00/00/00	00/00/00

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LESSEE CODE	LESSEE	CONTRACT/ RIDER	RPTG MARK	CAR NUMBER	TYPE	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE
538	METHANEX CORPORATION	6616	ACFX	200382	T	1996	00/00/00	00/00/00
538	METHANEX CORPORATION	6616	ACFX	200383	T	1996	00/00/00	00/00/00
538	METHANEX CORPORATION	6616	ACFX	200384	T	1996	00/00/00	00/00/00
538	METHANEX CORPORATION	6616	ACFX	200385	T	1996	00/00/00	00/00/00
538	METHANEX CORPORATION	6616	ACFX	200386	T	1996	00/00/00	00/00/00
538	METHANEX CORPORATION	6616	ACFX	200387	T	1996	00/00/00	00/00/00
538	METHANEX CORPORATION	6616	ACFX	200388	T	1996	00/00/00	00/00/00
538	METHANEX CORPORATION	6616	ACFX	200389	T	1996	00/00/00	00/00/00
538	METHANEX CORPORATION	6616	ACFX	200391	T	1996	00/00/00	00/00/00
538 Count 47								
1009	MARSULEX INC	6406	ACFX	220229	T	1996	00/00/00	00/00/00
1009	MARSULEX INC	6406	ACFX	220230	T	1996	00/00/00	00/00/00
1009	MARSULEX INC	6406	ACFX	220231	T	1996	00/00/00	00/00/00
1009	MARSULEX INC	6406	ACFX	220232	T	1996	00/00/00	00/00/00
1009	MARSULEX INC	6406	ACFX	220233	T	1996	00/00/00	00/00/00
1009	MARSULEX INC	6406	ACFX	220234	T	1996	00/00/00	00/00/00
1009	MARSULEX INC	6406	ACFX	220235	T	1996	00/00/00	00/00/00
1009	MARSULEX INC	6406	ACFX	220236	T	1996	00/00/00	00/00/00
1009	MARSULEX INC	6406	ACFX	220237	T	1996	00/00/00	00/00/00
1009	MARSULEX INC	6406	ACFX	220238	T	1996	00/00/00	00/00/00
1009	MARSULEX INC	6406	ACFX	220239	T	1996	00/00/00	00/00/00
1009	MARSULEX INC	6406	ACFX	220240	T	1996	00/00/00	00/00/00
1009	MARSULEX INC	6406	ACFX	220241	T	1996	00/00/00	00/00/00
1009	MARSULEX INC	6406	ACFX	220242	T	1996	00/00/00	00/00/00
1009	MARSULEX INC	6406	ACFX	220243	T	1996	00/00/00	00/00/00
1009	MARSULEX INC	6406	ACFX	220244	T	1996	00/00/00	00/00/00
1009	MARSULEX INC	6406	ACFX	220245	T	1996	00/00/00	00/00/00
1009	MARSULEX INC	6406	ACFX	220246	T	1996	00/00/00	00/00/00
1009	MARSULEX INC	6406	ACFX	220247	T	1996	00/00/00	00/00/00
1009	MARSULEX INC	6406	ACFX	220248	T	1996	00/00/00	00/00/00
1009	MARSULEX INC	6406	ACFX	220249	T	1996	00/00/00	00/00/00
1009	MARSULEX INC	6406	ACFX	220250	T	1996	00/00/00	00/00/00
1009	MARSULEX INC	6406	ACFX	220251	T	1996	00/00/00	00/00/00
1009	MARSULEX INC	6406	ACFX	220252	T	1996	00/00/00	00/00/00
1009	MARSULEX INC	6406	ACFX	220253	T	1996	00/00/00	00/00/00
1009 Count 25								
1059	CENTENNIAL GAS LIQUIDS L.L.C.	6106	ACFX	220105	T	1996	00/00/00	00/00/00
1059	CENTENNIAL GAS LIQUIDS L.L.C.	6106	ACFX	220108	T	1996	00/00/00	00/00/00

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1059	CENTENNIAL GAS LIQUIDS L.L.C.	6106	ACFX	220110	T	1996	00/00/00	00/00/00
1059	CENTENNIAL GAS LIQUIDS L.L.C.	6106	ACFX	220113	T	1996	00/00/00	00/00/00
1059	CENTENNIAL GAS LIQUIDS L.L.C.	6106	ACFX	220114	T	1996	00/00/00	00/00/00
1059	CENTENNIAL GAS LIQUIDS L.L.C.	6106	ACFX	220116	T	1996	00/00/00	00/00/00
1059	CENTENNIAL GAS LIQUIDS L.L.C.	6106	ACFX	220117	T	1996	00/00/00	00/00/00
1059	CENTENNIAL GAS LIQUIDS L.L.C.	6106	ACFX	220118	T	1996	00/00/00	00/00/00
1059	CENTENNIAL GAS LIQUIDS L.L.C.	6106	ACFX	220124	T	1996	00/00/00	00/00/00
1059	CENTENNIAL GAS LIQUIDS L.L.C.	6106	ACFX	220127	T	1996	00/00/00	00/00/00
1059 Count 10								
1249	ELBOW RIVER RESOURCES	6068	ACFX	220104	T	1996	00/00/00	00/00/00
1249	ELBOW RIVER RESOURCES	6068	ACFX	220107	T	1996	00/00/00	00/00/00
1249	ELBOW RIVER RESOURCES	6068	ACFX	220109	T	1996	00/00/00	00/00/00
1249	ELBOW RIVER RESOURCES	6068	ACFX	220112	T	1996	00/00/00	00/00/00
1249	ELBOW RIVER RESOURCES	6068	ACFX	220115	T	1996	00/00/00	00/00/00
1249	ELBOW RIVER RESOURCES	6068	ACFX	220119	T	1996	00/00/00	00/00/00
1249	ELBOW RIVER RESOURCES	6068	ACFX	220120	T	1996	00/00/00	00/00/00
1249	ELBOW RIVER RESOURCES	6068	ACFX	220121	T	1996	00/00/00	00/00/00
1249	ELBOW RIVER RESOURCES	6068	ACFX	220122	T	1996	00/00/00	00/00/00
1249	ELBOW RIVER RESOURCES	6068	ACFX	220126	T	1996	00/00/00	00/00/00
1249	ELBOW RIVER RESOURCES	6068	ACFX	220130	T	1996	00/00/00	00/00/00
1249	ELBOW RIVER RESOURCES	6068	ACFX	220131	T	1996	00/00/00	00/00/00
1249	ELBOW RIVER RESOURCES	6068	ACFX	220133	T	1996	00/00/00	00/00/00
1249	ELBOW RIVER RESOURCES	6068	ACFX	220134	T	1996	00/00/00	00/00/00
1249	ELBOW RIVER RESOURCES	6068	ACFX	220136	T	1996	00/00/00	00/00/00
1249	ELBOW RIVER RESOURCES	6068	ACFX	220137	T	1996	00/00/00	00/00/00
1249	ELBOW RIVER RESOURCES	6068	ACFX	220138	T	1996	00/00/00	00/00/00
1249	ELBOW RIVER RESOURCES	6068	ACFX	220139	T	1996	00/00/00	00/00/00
1249	ELBOW RIVER RESOURCES	6068	ACFX	220140	T	1996	00/00/00	00/00/00
1249	ELBOW RIVER RESOURCES	6068	ACFX	220141	T	1996	00/00/00	00/00/00
1249	ELBOW RIVER RESOURCES	6068	ACFX	220143	T	1996	00/00/00	00/00/00
1249	ELBOW RIVER RESOURCES	6068	ACFX	220144	T	1996	00/00/00	00/00/00
1249	ELBOW RIVER RESOURCES	6068	ACFX	220151	T	1996	00/00/00	00/00/00
1249	ELBOW RIVER RESOURCES	6068	ACFX	220155	T	1996	00/00/00	00/00/00
1249	ELBOW RIVER RESOURCES	6068	ACFX	220156	T	1996	00/00/00	00/00/00
1249	ELBOW RIVER RESOURCES	6068	ACFX	220157	T	1996	00/00/00	00/00/00
1249 Count 26								
1482	OMYA, INC	6617	ACFX	200327	T	1996	00/00/00	00/00/00
1482	OMYA, INC	6617	ACFX	200328	T	1996	00/00/00	00/00/00

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LESSEE CODE	LESSEE	CONTRACT/ RIDER	RPTG. MARK	CAR NUMBER	TYPE	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE
1482	OMYA, INC	6617	ACFX	200329	T	1996	00/00/00	00/00/00
1482	OMYA, INC	6617	ACFX	200330	T	1996	00/00/00	00/00/00
1482	OMYA, INC	6617	ACFX	200331	T	1996	00/00/00	00/00/00
1482	OMYA, INC	6617	ACFX	200332	T	1996	00/00/00	00/00/00
1482	OMYA, INC	6617	ACFX	200333	T	1996	00/00/00	00/00/00
1482	OMYA, INC	6617	ACFX	200334	T	1996	00/00/00	00/00/00
1482	OMYA, INC	6617	ACFX	200335	T	1996	00/00/00	00/00/00
1482	OMYA, INC	6617	ACFX	200336	T	1996	00/00/00	00/00/00
1482	OMYA, INC	6617	ACFX	200337	T	1996	00/00/00	00/00/00
1482	OMYA, INC	6617	ACFX	200338	T	1996	00/00/00	00/00/00
1482	OMYA, INC	6617	ACFX	200339	T	1996	00/00/00	00/00/00
1482	OMYA, INC	6617	ACFX	200340	T	1996	00/00/00	00/00/00
1482	OMYA, INC	6617	ACFX	200341	T	1996	00/00/00	00/00/00
1482 Count								15
Grand Count								198